

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA  
(Alexandria Division)

FILED

SIEMENS BUILDING  
TECHNOLOGIES, INC.  
6901 Muirkirk Meadow Dr.  
Beltsville, Maryland 20705

*Plaintiff,*

v.

THE HANOVER INSURANCE  
COMPANY,  
440 Lincoln St.  
Worcester, Massachusetts 01653

**SERVE:** CT Corporation System  
4701 Cox Road, Suite 301  
Glen Allen, Virginia 23060

*Defendant.*

Civil Action No. 1:10CV83  
CMH/TCB

**COMPLAINT**

Plaintiff, Siemens Building Technologies, Inc. ("Siemens"), by counsel, respectfully submits this Complaint against Defendant, The Hanover Insurance Company ("Hanover"), and in support thereof states:

**The Parties**

1. Plaintiff Siemens is a corporation organized and existing under Delaware law, with its principal place of business in Buffalo Grove, Illinois.

2. Defendant Hanover is a corporation organized and existing under New Hampshire law, with its principal place of business in Worcester, Massachusetts.

### **Jurisdiction & Venue**

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a) as there is complete diversity of citizenship among the parties and the amount in controversy exceeds \$75,000, exclusive of costs and interest.

4. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391 as a substantial part of the events that give rise to this matter occurred within this judicial district.

### **Ronald Reagan National Airport**

5. Jett Mechanical entered into a contract with TMG Construction Corporation (“TMG”) to perform certain mechanical work at the Ronald Reagan National Airport (“National Airport Project”).

6. On or about May 2, 2007, Hanover issued a Payment Bond on behalf of Jett Mechanical to guarantee payment for all labor and materials provided on the National Airport Project (the “Payment Bond”).

7. Subsequently, Jett Mechanical entered into a contract with Siemens for certain control systems work for the National Airport Project.

8. Siemens provided materials and furnished labor for the National Airport Project. Jett Mechanical has failed and refused to pay Siemens \$116,217 for the labor and materials Siemens furnished for the National Airport Project.

9. Despite Siemens’ demand for payment, Hanover has failed and refused to pay Siemens.

10. As a result of Hanover’s breach of the National Airport Payment Bond, Siemens has been damaged in the amount \$116,217.

WHEREFORE, Siemens demands judgment in its favor against Hanover in the amount of \$116,217, or as proven at trial, plus interest, and for such further and other relief as this Court deems just and proper.

Respectfully submitted,

SIEMENS BUILDING TECHNOLOGIES, INC.  
by counsel,

THE WATERS LAW FIRM, PLLC

A handwritten signature in black ink, appearing to read "Erin A. B.", followed by a long horizontal flourish line.

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